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Exhibit 1-C

Controls Testing Services



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 1 to Contract Work Authorization No. 13684 dated 2/12/19 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 (C47-V7) dated 1/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), A Delaware Limited Liability Company, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's
Legal Name: PRICEWATERHOUSE COOPERS LLP

This Change Order consists of 7 pages.

Contractor's
Address: 300 Madison Avenue,
New York; New York 10017

Project Name: Controls Testing and Training

Job Location: PG&E Specified Locations

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

3. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

Please see attached, inclusive of the following two changes from original CWA:

(1) extended term of contract from 12/31/19 to 12/31/20 and

(2) removed references to the number of controls and trainings to give PG&E the flexibility to adjust the volume of the two depending of the needs of the business in 2020.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. Statement of Work - Compliance Controls Testing Support, Pages 1-5

PRICING CHANGES:	Previous Total CWA Value:	\$550,000.00
	Addition or Deduction:	\$0 - Time Extension Only
	Revised Total CWA Value:	\$n/a

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name	Cliff Gleicher	Name	Dhiraj Malhotra
Title	Sr. Director, Compliance & Ethics	Title	Partner
Date	2/13/2020	Date	February 13, 2020



ADMINISTRATION			
PG&E Negotiator	Jennifer Andrews	Contractor Representative	
Phone		Phone	
Email:		Email:	
Accounting Reference	3021537 (CECO General Expense order number)		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



**Statement of Work
Compliance Controls Testing Support
PricewaterhouseCoopers LLP**

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below.

Overview

PG&E would like to assess the design and test management-defined compliance controls across the business. PwC will support this effort based on PwC's understanding of regulatory requirements and industry practices by:

- (1) Assisting PG&E in assessing the regulation / compliance requirements for each of the management-defined compliance controls;
- (2) Meet with compliance control owners to gain an understanding of current management-defined controls;
- (3) Assess management-defined controls and provide observations and recommendations and confirm alignment with PG&E defined MetricStream controls taxonomy;
- (4) Develop a test plan and perform testing of the management-defined controls leveraging an agreed upon controls sampling framework;
- (5) Provide recommendations on control design as a result of control testing; and

Provide PG&E approved controls training to the business as requested.

a. Background

PG&E's Compliance and Ethics team (C&E) has been working to strengthen the maturity of the company's compliance controls. As a result, management has taken a number of steps to support this effort, including the implementation of the MetricStream Governance Risk and Compliance solution as a tool, as well as setting control related maturity milestones for each of the LOBs. C&E seeks to expand its controls testing to monitor LOB compliance performance by taking a more data-driven approach that is intended to enhance the LOB's understanding of how to identify, document, and test controls. With this objective, C&E has engaged PwC to test compliance controls within PG&E's top risk areas as outlined below:

b. Scope

The scope of services that PwC will provide will include the following:

- (1) Understand the associated regulation / compliance requirements for the management-defined compliance controls selected for testing.
- (2) Meet with compliance control owners to:
 - Gain an understanding of management-defined controls to determine whether the compliance controls address the compliance risk(s); and
 - Confirm that the management-defined controls language both addresses the compliance risk and is documented in alignment with PG&E defined MetricStream taxonomy.
- (3) Testing of the management-defined controls leveraging an agreed upon sampling framework.
- (4) Provide controls training to the business as needed and defined by PG&E, which may include creation and delivery of general classroom content for all LOBs, custom content for specific LOBs, and train the trainer content. For the purposes of this agreement, trainings have been included in our fixed fee of \$175,000. PG&E has preliminarily informed PwC that it will require:



- general classroom content creation and delivery,
- custom content creation and delivery, and
- train the trainer content and delivery
- 12.5 hours a month of onsite training support as defined by PG&E; not to exceed 150 total hours. Incremental time will be agreed to by PG&E at an average rate of \$325 an hour.

c. Deliverables, Milestones and Acceptance

Deliverables include documented gaps in control design, recommended control language modifications, written controls – PwC branded test plans, written summaries of the results of each of the controls testing and draft training materials. Deliverables, including all training materials, will be prepared in conjunction with PG&E and will be treated solely as PG&E's own property. PG&E will review such deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use. Any scope changes to deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as needed.

d. Anticipated Timeframe, Project Schedule

The anticipated timeframe will begin February 11, 2019 and continue through December 31, 2020.

Key Assumptions

PG&E will define the scope of controls subject to testing. PwC may provide input as requested based on PG&E's prioritization of risks. PG&E will provide risk and controls matrices and other relevant compliance documentation, including access to subject matter experts in a timely manner.

PwC assumes 10 - 15 hours per control to review controls documentation, perform design assessment, test and document findings.

PwC will provide weekly updates on the progress of the engagement and will discuss with PG&E if actual hours exceed estimated hours by over 10%.

This project will be conducted with PG&E's active participation.

Any scope changes to deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as needed.

PwC shall not be obligated to add to, modify, or otherwise change this statement of work unless such Scope Changes are mutually agreed to between PwC and PG&E.

In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, will discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties will generate and execute a mutually agreed-to CWA Change Order in compliance with PG&E Sourcing policies, forms, and processes. A CWA Change Order will outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change.

PwC will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit, accounting or attest opinion and we will not verify or audit any of the information provided to us.

The following controls sampling guidance will be leveraged to test the operating effectiveness of controls :

Frequency of Control	Number of samples to be selected
Annual	1
Quarterly	2



Monthly	3
Weekly	5
Daily	20
Multiple Times per Day	25

Team/Resource Description

The key PwC team members and roles are described below:

- Dhiraj Malhotra, Partner, will provide project oversight and guidance, help ensure that the right PwC resources are available, and provide strategic advice and recommendations to PG&E.
- Steven Manocchio, Director, will be your project lead and provide oversight of the engagement team.
- PwC will have a support team of Senior Associates and Associates that will support the detailed testing procedures.

PG&E Role and Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to, PMP, deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

It is important to recognize there are inherent limitations in the testing process. For example, testing is generally based on the concept of selective testing of the data being examined and is, therefore, subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial impact, if they exist, may not be detected. Also, because of the characteristics of fraud, particularly those involving concealment through collusion and falsified documentation, testing may not detect a material fraud. PwC will, however, communicate to Client, as appropriate, any illegal act, material errors or evidence that fraud may be identified during the course of PwC's services.



Professional Fees and Expenses

- **Controls Design & Testing** - In consideration for performance of the controls design and testing procedures under this contract, PG&E shall compensate based on a Fixed Fee basis in the amount of \$375,000 based on the assumption noted above. Any changes to this fee will be discussed and agreed to with PG&E prior to incurring any additional fees or reduction in scope. Unless terminated earlier by PG&E, services related to controls design and testing are estimated to be completed by December 31, 2020.
- **Training** - Our fee for training is based on the nature, timing and extent of training defined by PG&E above. In consideration for performance of the training under this contract, PG&E shall compensate based on a Fixed Fee basis in the amount of \$175,000 based on the training materials provided. Any changes to this fee will be discussed and agreed to with PG&E prior to incurring any additional fees or reduction in scope. Unless terminated earlier by PG&E, services related to training are estimated to be completed by December 31, 2020.
- The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of your failure to meet any of these requests or for any other reason, we will inform you promptly.
- If PwC's estimated professional services for the design and operating effectiveness testing of controls exceeds our estimated assumptions; PwC will estimate the additional cost for the services requested and inform the PG&E Work Supervisor.

PG&E and Consultant Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Cliff Gleicher, 415-973-2095, CJGF@pge.com

Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

Other Items

This agreement shall be governed by Master Services Agreement 4400007079 between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future. PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.

Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, deliverables, and key interdependencies. The schedule and deliverables will be subject to the specification and approval of the PG&E Work Supervisor.



PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of the Services, PwC will prepare a project schedule and work/tasks breakdown. This schedule will include PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to meet with PG&E's monitor and/or a regulator with respect to services PwC performed for PG&E ("Monitor/Regulatory Meetings"), PwC's role will be limited to providing fact-based responses regarding the Services PwC performed as described in our Deliverable(s). Should the monitor and/or regulator have any questions regarding the Services, PwC will provide factual clarifications as needed. PG&E will respond to other questions from the regulator and/or the monitor as required. PG&E will allow PwC to review the content of PG&E-prepared materials to be used during the Monitor/Regulatory Meetings that relate to the PwC Services in advance of the Monitor/Regulatory Meetings. As per PwC protocol, PwC will have two PwC partners attend meetings with a monitor and/or regulator when PwC's attendance is requested.

PG&E will be solely responsible for any and all communications required with PG&E's regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

While PwC may be asked to comment on matters that relate to, or derive from, laws or regulations, our advice and analysis will be based on our experience with industry practice and procedures in complying with such laws and regulations. Such advice or analysis will not constitute legal advice or opinion. PwC is not providing legal advice or legal opinions in this engagement, including determining whether PG&E's policies and programs result in PG&E being "in compliance with" applicable laws, rules and regulations, which is a legal conclusion. PG&E should obtain such advice or opinions from its attorneys.

Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.

